

The Orissa Gazette



EXTRAORDINARY

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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 3rd January 2011

No. 40-li/1(BH)-15/2007-LE.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 14th July 2009 in I. D. Case No. 01 of 2008 of the Presiding Officer, Labour Court, Sambalpur to whom the industrial dispute between the Management of M/s R.R.C.C. (P.) Ltd., Captive Power Plant, NALCO, Angul and its workman Shri B. K. Mohanty represented by NALCO Thika Mazdoor Sangha was referred to for adjudication is hereby published as in the Schedule below :

SCHEDULE

IN THE COURT OF THE PRESIDING OFFICER, LABOUR COURT, SAMBALPUR
INDUSTRIAL DISPUTE CASE NO. 01 OF 2008
The 14th July 2009

Present :

Smt. Suchismita Misra, LL. M.,
Presiding Officer, Labour Court,
Sambalpur.

Between :

The management of . . . First party—Management
M/s. R. R. C. C. (P.) Ltd.,
Captive Power Plant,
NALCO, Dist. Angul.

And

Their workman Shri B. K. Mohanty, . . . Second party—Workman
represented by NALCO Thika Mazdoor
Sangha, C/o Bijaya Kumar Samal,
At/P.O. Nuahata, Via Banarpal,
Dist. Angul-759128.

Appearances :

Shri A. K. Behura, Admn. Manager,	. . . For the First party—Management
Self	. . . For the Second party—Workman

ORDER

The Government of Orissa in the Labour & Employment Department in exercise of the powers conferred upon them by sub-section (5) of Section 12, read with Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their Order No. 1192-LE.-li/1(BH)-15/07-LE., dated the 1st February 2008 have referred the following disputes for adjudication by this Court :

“Whether the termination of services of Shri B. K. Mohanty, Workman by way of retrenchment by the management of M/s R. R. C. C. (P.) Ltd., with effect from the 1st June 2006 is legal and/or justified ? If not, to what relief the workman is entitled ?”

2. In this case the second party-workman filed his statement of claim and the first party-management filed his written statement. However, when the case is posted for filing of rejoinder by the second party-workman to the written statement filed by the first party-management both parties appeared before the Court and submitted that they have in the meantime amicably settled the dispute and signed a memorandum of settlement to that effect. Both the parties filed a petition jointly and made a prayer before the Court to pass an award in terms of their settlement in the proceeding. Their memorandum of settlement was read over and explained to them and the parties admitted that the contents of their settlement are correct and the workman particularly submitted that he had got no objection if an award in this proceeding would be passed in accordance with the terms of their settlement. In the aforesaid circumstances the case is disposed of in terms of settlement arrived at between the parties and further the terms of their settlement shall form part of the Award in the present proceeding.

Dictated and corrected by me.

S. MISRA
14-7-2009

Presiding Officer,
Labour Court,
Sambalpur.

S. MISRA
14-7-2009

Presiding Officer,
Labour Court,
Sambalpur.

By order of the Governor
P. K. PANDA
Under-Secretary to Government

Form K
(See Rule 64)

Memorandum of settlement between the management of Rail Road Construction Company (P) Ltd., and its workman Shri Batakrishna Mohanty on contractual termination of employment.

Name of the parties :

Representing employer

Representing workman

Brig. R. S. Sundaram, AVSM, IA (Retd.)

Shri Batakrishna Mohanty

Managing Director.

SHROT RECITAL OF THE CASE

Whereas an industrial dispute on termination of his contractual employment with effect from the 31st May 2006 was raised by Shri Batakrishna Mohanty and the said dispute was conciliated upon by the District Labour Officer-cum-Conciliation Officer, Angul on failure of which the dispute was referred for adjudication and registered as I. D. Case No. 01/08 and is now pending before the Hon'ble Labour Court, Sambalpur, and ;

Whereas during pendency of the adjudication proceeding, the parties to the dispute have mutually negotiated and settled the dispute bipartitely.

Now, therefore, the parties sign this memorandum of settlement in the following terms this 3rd day of July 2009.

TERMS OF SETTLEMENT

It is hereby agreed between the parties :

1. That the workman accepts the contractual termination of his employment as legal and *bona fide*.
2. That as a gesture of good will, the workman shall be paid an *ex gratia* amount of Rs. 5,000 (Rupees five thousand only) in addition to Rs. 10,000 (Rupees ten thousand only) which was paid to him earlier but not encashed.
3. That in addition he shall also be paid his unpaid consultancy dues for the month of May, 2006 amounting to Rs. 4,516 (Rupees four thousand five hundred sixteen only).
4. That the aforesaid amounts shall be paid on or after the date of filing a joint petition before the Hon'ble Labour Court.
5. That both the parties will file an application jointly with a signed copy of this settlement before the Hon'ble Labour Court with a prayer to pass an award in terms of this settlement.

Signature of the parties

Representing employer

Representing Workman

Illegible

Batakrishna Mohanty

Dt. 3-7-2009

Dt. 3-7-2009

Witness

Illegible

Dy. Labour Commissioner (Retd.)